



# CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Adopt Resolution Authorizing the City Manager to Execute a License Agreement with Tony Segale, Segale Fine Arts and Gold Leaf Company, for Use of the Centennial Logo

**MEETING DATE:** April 5, 2006

**PREPARED BY:** City Clerk

**RECOMMENDED ACTION:** That the City Council adopt a resolution authorizing the City Manager to execute a license agreement with Tony Segale, Segale Fine Arts and Gold Leaf Company, for use of the Centennial logo.

**BACKGROUND INFORMATION:** The City Clerk Office is responsible for the planning and implementation of a number of celebratory events during the Lodi Centennial Year 2006. Tony Segale, Segale Fine Arts and Gold Leaf Company, has designed the Centennial logo (Exhibit A), which was unveiled at the January 4, 2006, City Council meeting.

A component of the Centennial events is the offering of souvenir items for sale that would bear the Centennial logo. In order to facilitate the production and marketing of souvenir items, license to place the Centennial logo on those items is required.

Following discussions with the artist, it has been agreed that the City and Tony Segale, Segale Fine Arts and Gold Leaf Company, would enter into a license agreement (Exhibit B) that would allow free usage of the Centennial logo during the Centennial Year for consideration in the amount of \$500.

Funding for the license agreement will come from the Centennial Year contribution from the Lodi Tokay Rotary Club.

**FISCAL IMPACT** Not applicable.

**FUNDING:** Not applicable.

Susan J. Blackston  
City Clerk

Prepared by F. Waiiy Sandelin, City Engineer  
SJB/FWS/pmf  
Attachments

APPROVED:

Blair King, City Manager



This License Agreement is entered into, by, and between the City of Lodi, a Municipal Corporation (Licensee) and Tony Segale, Segale Fine Arts and Gold Leaf Company (Licensor), 415 West Pine Street, Lodi, CA, 95240.

### Definitions

Artwork. The City of Lodi Centennial Logo created for the primary purpose of identifying and celebrating Lodi's Centennial year and with ancillary purposes of advertising, identity, and design on merchandise used in conjunction with Centennial activities and events.

Merchandise. Items containing one or more Centennial Logo designs including but not limited to clothing, mouse pads, cups, mugs, posters, prints, bags, toys, calendars, playing cards, greeting cards, stickers and other consumable goods.

Internet-Based Sale. Sale of products/merchandise where the primary mechanism for sale is through the use of Internet technologies regardless of whether marketing and/or sales are initiated by phone, direct mail, or other means.

- A. **Licensor Warranties.** Licensor warrants that it owns the original Artwork, Name, and Logo which are subject to this Agreement. Licensor warrants that it has the power and authority to enter into this Agreement and has no knowledge as to any third-party claims regarding the proprietary rights of the subject Artwork that would interfere with the rights granted under this Agreement. Licensor warrants that all Artwork is original Artwork and free of any and all copyright infringement or other claims.
- B. **Indemnification by Licensor.** Licensor shall indemnify Licensee and hold Licensee harmless from any damages and liabilities (including reasonable attorney fees and costs) without limitations, arising from any breach of Licensor's warranties as defined in Licensor Warranties above.
- C. **Term of License for Artwork.** Once Licensor provides Artwork to Licensee and Licensee has approved the Artwork, Licensor grants Licensee an unlimited license to reproduce, offer for use in advertising, identity and design on merchandise used in conjunction with Centennial activities and events for a period through December 31, 2006. The license for this Artwork will automatically renew for one period of six (6) months. Either party can discontinue renewal of this License by providing the other party with written notice sixty (60) days prior to the date of one renewal period.
- Licensor agrees that the copyright or any other rights Licensor may have in the Artwork will not be assigned, transferred, or licensed to any third party during the term of this Agreement or any extensions thereof.
- D. **Grant of Rights for Sale of Artwork.** Licensor grants Licensee the following license on the Artwork.
- 1) Rights to use, reproduce, market, offer items for sale incorporating the artwork, sell, display and distribute merchandise containing the Artwork.
  - 2) Licensor agrees that Licensee reserves the rights to also reproduce, market and sell the original Artwork and copies made thereof.

3) Licensee and Licenser agree that rights and uses will not compete with the rights and uses of the other.

E. **Exclusivity.** All rights granted by Licenser to Licensee under this License Agreement are exclusive.

F. **Royalties and Fees.** Licensee warrants that no royalties nor fees will be collected for the use of the Artwork.

G. **Payment.** Licensee will pay to Licenser a one-time fee of \$500 for the Artwork.

H. **Original Artwork.** Original Artwork shall remain the property of Licenser. Licenser will provide all Licensed Artwork in either its original format or in digital format to Licensee.

Licenser:

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Tony Segale  
Segale Fine Arts and Gold Leaf Company

Licensee:  
City of Lodi

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Blair King, City Manager

Approved as to Form:

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D. Stephen Schwabauer, City Attorney

Attest:

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Susan J. Blackston, City Clerk

RESOLUTION NO. 2006-53

A RESOLUTION OF THE LODI CITY COUNCIL  
APPROVING LICENSE AGREEMENT WITH  
TONY SEGALE, OF SEGALE FINE ARTS AND  
GOLD LEAF COMPANY, FOR USE OF THE  
CENTENNIAL LOGO

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NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lodi does hereby approve a License Agreement with Tony Segale, of Segale Fine Arts and Gold Leaf Company, for use of the Centennial Logo; and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute the License Agreement on behalf of the City of Lodi.

Dated: April 5, 2006

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I hereby certify that Resolution No. 2006-53 was passed and adopted by the City Council of the City of Lodi in a regular meeting held April 5, 2006, by the following vote:

AYES: COUNCIL MEMBERS – Hansen, Johnson, Mounce, and  
Mayor Hitchcock

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – Beckman

ABSTAIN: COUNCIL MEMBERS – None



SUSAN J. BLACKSTON  
City Clerk